

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
C & H Packaging Company, Inc.		06/11/2004	CORPORATION: WISCONSIN

## RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc.
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2174800	PACKAGING DEFINES IT!

## CORRESPONDENCE DATA

Fax Number: (212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 455-2254

Email: ksolomon@stblaw.com

Correspondent Name: Robyn Rahbar, Esq.

Address Line 1: Simpson Thacher &amp; Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 009350/0221

NAME OF SUBMITTER: Kimberly Solomon

## Total Attachments: 7

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TRADEMARK

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900011365

OP \$40.00 2174800

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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of June 11, 2004 is made by C & H Packaging Company, Inc., a Wisconsin Corporation (the "Additional Grantor"), in favor of Bear Stearns Corporate Lending Inc., a Delaware corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of June 11, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Appleton Papers Inc., a Delaware Corporation and parent company of the Additional Grantor (the "Borrower"), Paperweight Development Corp., a Wisconsin corporation ("Holdings"), Rose Holdings Limited, a company organized under the laws of the United Kingdom, the Lenders, Bear Stearns & Co. Inc. and UBS Securities LLC, as joint lead arrangers and joint bookrunners (in such capacity, the "Arrangers"), UBS Loan Finance LLC, as syndication agent (in such capacity, the "Syndication Agent"), Associated Bank, National Association, LaSalle Bank National Association and US Bank, National Association, each as documentation agent (in such capacity, the "Documentation Agents") and the Administrative Agent.

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Additional Grantor have each executed and delivered the Guarantee and Collateral Agreement, dated as of June 11, 2004 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Additional Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Additional Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Additional Grantor pursuant to the Credit Agreement, Additional Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

Grant of Security Interest. The Additional Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

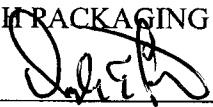
Purpose. This Agreement has been executed and delivered by the Additional Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. The Additional Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

C & H PACKAGING COMPANY, INC.

By:   
Name: Dale E. Parker  
Title: Chief Financial officer

BEAR STEARNS CORPORATE LENDING INC.  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

C & H PACKAGING COMPANY, INC.

By: \_\_\_\_\_

Name:

Title:

BEAR STEARNS CORPORATE LENDING INC.  
as Administrative Agent for the Lenders

By: 

Name:

Title:

**KEITH C. BARNISH**  
**EXECUTIVE VICE PRESIDENT**

STATE OF New York )  
 ) ss  
 COUNTY OF New York )

On the 11 day of June, 2004, before me personally came Dale E. Parker, who is personally known to me to be the Chief Financial Officer of C & H Packaging Company, Inc., a Wisconsin corporation; who, being duly sworn, did depose and say that she/he is the Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

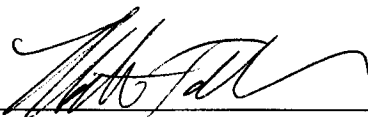
Elisa Jillson  
 Notary Public

ELISA JILLSON  
 NOTARY PUBLIC, State of New York  
 No. 01J16098150  
 Qualified in New York County  
 Commission Expires September 2, 2007

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York )  
 ) ss  
 COUNTY OF New York

On the 10<sup>th</sup> day of June, 2004, before me personally came Keith C. Bainish, who is personally known to me to be the Executive Vice President of Bear Stearns Corporate Lending Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Executive Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
 Notary Public  
**MATTHEW TABAS**  
**NOTARY PUBLIC, State of New York**  
 No. 01TAG098347  
 Qualified in New York County  
 Commission Expires September 8, 2007  
 (PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A****U.S. Trademark Registrations and Applications**

<b><u>Trademark</u></b>	<b><u>Registration or Serial Number</u></b>
PACKAGING DEFINES IT! (and design)	2,174,800